

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, STATE CAPITOL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://www.purchasing.state.ut.us>

Request for ProposalSolicitation Number: **RM2163**Due Date: **04/23/02 at 3:00 P.M.**

Date Sent: April 4, 2002

Agency ContractGoods and services to be purchased: **JANITORIAL SERVICES AT PROVO REGIONAL CENTER****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Request for Proposal

Solicitation Number: RM2163

Due Date: 04/23/02

Vendor Name:

**FIVE YEAR CONTRACT FOR JANITORIAL SERVICES AT PROVO REGIONAL CENTER, LOCATED AT 150 CENTER STREET, PROVO, UTAH
PER ATTACHED SPECIFICATIONS.**

THERE WILL BE A MANDATORY WALK THROUGH ON WEDNESDAY, APRIL 17, 2002, AT 9:30 A.M.

PLEASE ENTER YOUR PRICING PER THE ATTACHED PRICE SHEET.

QUESTIONS ON SPECIFICATIONS CALL KATHY BAKER AT (801) 538-3286.

QUESTIONS ON PURCHASING PROCESS CALL ROSELLE MILLER AT (801) 538-3232.

RX: 100 24M80000022.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-

21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.state.ut.us.

**REQUEST FOR PROPOSAL
JANITORIAL SERVICE CONTRACT FOR PROVO REGIONAL CENTER
RX100 24M80000022
SOLICITATION #RM2163**

Introduction

This Request for Proposal (RFP) provides detailed information and requirements to be followed in providing janitorial services as described below.

The buildings for which service will be provided:

Provo Regional Center	120,000 sq. ft.
150 East Center Street	
Provo, Utah	

**PART ONE
PROPOSAL REQUIREMENTS**

Proposal Instructions

Prior to providing a proposal, offerors **must attend the mandatory pre-proposal meeting and walk-through** on Wednesday, April 17, 2002, 9:30 a.m. at the Provo Regional Center, located at 150 East Center Street, Provo, Utah. Please meet in the lobby. Offerors must sign-in prior to the walk through and meeting.

Contractors failing to attend the mandatory pre-proposal meeting **will not be permitted to submit a proposal for this work.** The examination of the site and its conditions will be conducted during the mandatory pre-proposal meeting.

1. Due Dates and Times

Proposals will be accepted until **Tuesday, April 23, 2002 at 3:00 PM. Late proposals will not be accepted. Faxed proposals will not be accepted.**

2. Proposal Submittals

Five copies of the Proposal must be delivered in a sealed enveloped clearly marked with the proposal number, date, and time, to:

**State of Utah
Division of Purchasing
Room 3150 State Office Building,
Salt Lake City, Utah 84114**

3. For consideration, the following deliverables must be part of the Proposal package:

- RFP Proposal Summary/Cover Sheet (completed)
- Insurance Certificate
- Letter from a financial institution confirming company's ability to provide an Irrevocable Letter of Credit or a bonding company's ability to provide a Performance Bond

- Five Year Plan: Please use the attached forms only as an example (such as Activity/Task Schedule form). DFCM expects you to use your own forms to show us how you help your employees to see their specific tasks and to keep track of their performance.
 - Specifications
 - Activity/Task Schedule
 - Employee Screening and Hiring Process: Describe your company practice used in conducting background checks of your employees.
 - Quality Program
 - Building Supervisor's resume including Supervisor Information Form
 - Performance Log
 - Cleaning products summary (see Supplies, Page 5)
 - Proposed minimum daily man-hours
- Cost Proposal
 - Cost Breakdown

Employee Screening and Hiring Process

1. It is expected that your company screen all persons prior to hiring, to ensure quality employees are hired, and that your company is in compliance with all Federal, State and local hiring and wage regulations and requirements. Please describe your company's practice used in conducting background checks of your employees.
2. The Division shall require that all of your employees receive security clearance in a form of a background check through protective services. It is the responsibility of the Contractor to provide the Division with employees that have passed the security clearance. It will be the responsibility of the Contractor to obtain these security checks. Contractor's employees working in DFCM managed buildings must be 18 years or older.

Bonds and Insurance Requirements

1. Provide with your Proposal, a copy of your certificate of insurance. The awarded contractor agrees to add THE STATE OF UTAH as an additional insured under these policies. The following are the minimum liability limits:

General Liability	\$1,000,000	Workers Compensation	\$100,000
Occurrence Liability	\$1,000,000	Fidelity Bond	\$ 50,000
Personal Injury	\$1,000,000	Fire Damage	\$100,000
2. A letter from your financial institution confirming the ability to provide an Irrevocable Letter of Credit at 25% of the current contract year amount, or a letter from a bonding company confirming the ability to provide a Performance Bond at 25% of the current contract year amount.

Quality Program

1. Please define the program you would use to ensure that cleaning needs for this building will be met. How will DFCM know cleaning is being provided?

2. Define the training process currently used that ensures that your customers receive highly qualified and responsible contractor employees, i.e. certifications.
3. Discuss training that leads to improved cooperation between the tenant, DFCM and Contractor.

Personnel

1. Provide a list of key personnel and support documentation such as a resume, for **each** individual being proposed. DFCM will not accept substitutions of proposed personnel once contract is awarded without the prior written approval of the DFCM Facility Coordinator. Note that DFCM will perform police clearance checks on all proposed personnel. *DFCM reserves the right to request that employees be removed and/or replaced for reasons of displeasure or need.*
2. Each of your employees shall be uniformed in a common uniform representing and identifying the Contractor. Employees and supervisors shall at all times wear this identifying uniform on the premises.
3. There will be **no visitors (friends, children, etc.)** of employees allowed on the premises during working hours.

Equipment

1. The Contractor shall provide all safety apparatus necessary to protect employees so they may operate equipment safely. The Contractor is further obligated to ascertain that all equipment is operated safely and according to current OSHA standards.
2. The Contractor shall be responsible for the safe operation of all equipment and shall properly train all employees in the safe operation of all equipment before allowing them to use said equipment.
3. All high-grade equipment used shall be supplied by the Contractor. Only commercial vacuums, cleaners and buffers which thoroughly clean, polish and buff shall be used. Walk behind floor scrubbers are to be used on the stone floors. Contractor will provide carpet extractor on-site for daily use for spotting and carpet cleaning.
4. Equipment shall be kept in good repair. Equipment which is in such a state of repair as to potentially damage either the structure or anything therein shall not be used or allowed on the premises, i.e. defective or missing bumper cords, housing covers, etc.
5. The Contractor's supervisor will carry a Contractor provided pager while on duty and should they need to be reached for emergencies, Contractor will be available for emergency call-outs by providing DFCM Facility Coordinator on-call telephone numbers of the Site Supervisor and on-call employee.

Safety and Security

1. Each employee is responsible for their keys and access card and shall not share or pass to other

employees. The contractor shall return each card and set of keys as employees are terminated or monthly fees shall be held until such time as keys and cards are returned.

2. The Contractor shall make every effort to protect and keep safe anyone in the facility while janitorial services are being performed.
3. The Contractor shall provide and use safety barriers, signs, etc., when doing floor or overhead work to properly block off unsafe areas and warn and protect from hazard, all passersby.
4. The Contractor shall be responsible for insuring that they and their employees are in compliance with the requirements of the Federal Regulations 29 CFR 1910.1030 Bloodborne Pathogens Standard.
5. Building keys shall be issued to the Contractor. All key replacements, for broken, lost or stolen keys, shall be charged to the Contractor. Cost to rekey building(s), including new bitting codes, due to lost, misplaced or stolen keys by the Contractor, will be the responsibility of said Contractor. Contractor will be responsible for property that is stolen during the time period it takes to rekey the building(s).

Supplies

1. All chemicals used will be properly labeled by the Contractor. This list of all chemicals to be used shall be submitted in writing for approval by the Division's Facility Coordinator at least fifteen (15) days before beginning the work. All chemicals used must have Materials Safety Data Sheets (MSDS) attached. **These sheets are to be in a log in each area where chemicals are stored.**
2. All chemicals will be OSHA approved and water based.
3. All washroom and toilet supplies such as paper and cloth towels, hand soap, and toilet paper, shall be supplied by the Division and installed by the Contractor.
4. The Contractor shall maintain an accurate perpetual inventory of all materials turned over to him/her and shall keep records of the rate of usage of these supplies.
5. Cleaning products summary. A summary or procedure for carpet care, products; cleaning process used for marble/stone floors; woodwork, etc.; upholstery cleaning method to be used, products that contractor will use as strippers and waxes; **will be required with the proposal.**

Contractor's Employees Conduct

Certain conduct cannot be tolerated on the premises. The Contractor shall enforce these conduct requirements strictly such as, but not limited to:

1. Theft, abuse or misuse of supplies or equipment at any location in the facility;

2. Verbal or physical abuse of any person, either employee, visitor or otherwise;
3. Use of, or displaying the effect of, alcohol or drugs during work hours;
4. Failure to follow specific security instructions;
5. Deliberate or habitual failure to follow safety instructions;
6. All “*No Smoking*” ordinances, rules and policies shall be strictly observed in the facility and included as a part of this janitorial contract.
7. No personal use of phones or office equipment.
8. All employees are to wear standard uniform at all times that identify the janitorial company.

Management Plan

Be specific for each building. Include in the plan, your specifications; Contractors will be required to develop and submit a five year plan to keep the buildings clean; the resume of the Site Supervisor; and your quality self-inspection plan. Keep in mind that the Site Supervisor is a requirement of this proposal.

Contractor will propose a Management Plan that will include:

Specifications

General Information for developing the specification is:

1. Schedules or calendars of all periodic and other cleaning work such as Daily, Weekly, Monthly, shall be submitted with Contractor’s proposed Specification.
2. This schedule itemizes, by frequency category, the tasks expected in the regular cleaning of the facility, and shall become the baseline of performance for this building. Tasks will be defined to allow more efficient Contractor self-inspection, as well as, Division inspection of task performance. The Contractor shall provide a detailed schedule of the task or area to be serviced on a given date. Changes in the frequencies, or days of performance of any duty, shall be made by mutual agreement with the Division and shall be made in writing. It is understood that this proposed specification in no way limits performance tasks for which Contractor will be evaluated.

3. Spot Cleaning of Carpets

Carpet spot cleaning will be part of this contract and will need to be done on a daily basis. Interior window cleaning will be part of this contract and will need to be scheduled at least twice yearly. Outside window cleaning will not be part of this contract.

4. Special Work Requirement

A dental/medical area is located in the Regional Center. Floors will need to be moped and sanitized nightly.

The Contractor will coordinate with the Division's representative so as to perform all work under this contract without disrupting any special function scheduled in offices or committee rooms.

5. Special Areas

Specific Stipulations, the following areas must be cleaned under DFCM supervision.

ALL LOCKED VAULTS
Mechanical and Equipment Areas
Designated Supply and Storage Rooms
Telephone Equipment Rooms

Special Instructions

1. Hourly Set-up of Facility

The Contractor shall provide sufficient workmen and **Supervisor(s)**, on a five (5) day week basis, Monday through Friday, to adequately perform the work. Night work shall be accomplished between the hours of 6:00 p.m. and 11:00 p.m., unless an alternate time is agreed upon between Contractor and DFCM Facility Coordinator. Authorized state holidays shall be excluded. Contractor may expect weekend work and will be expected to set a schedule with the DFCM Facility Coordinator. The Contractor shall provide time cards to verify hours worked. CONTRACTOR SHALL PROVIDE A TIME CLOCK AT EACH LOCATION FOR THE PURPOSE OF RECORDING AND VERIFYING HOURS WORKED. All original time cards and sign-in sheets shall be submitted to Division by Contractor with payment invoices. Contractor will meet all Federal, State, and local codes. The minimum hourly rate for this contract shall be in accordance with the Federal Minimum Wage Regulations.

2. Tenant requests shall be made through the Division representative, except for minor cleaning requests that may be made directly to the workman using a communication system jointly agreed upon by the Division and the Contractor.
3. A current business license will be required prior to award of contract.

XXX

Janitorial RFP
Provo Regional Center
RM2163

PART TWO COST SUBMITTAL

Cost Proposal Submittal

The Cost Proposal must be delivered with the RFP. There must be a cost breakdown accompanying this proposal covering all costs for labor, equipment, overhead, profit, other, etc. for each year. **See attached “Janitorial Proposal Price Sheet”.**

Extras

Any extra services will be at the request of the Facilities Coordinator and at the cost established by this contract.

XXX

PART THREE EVALUATION CRITERIA

Evaluation

All proposals will be evaluated in accordance with the following:

Cost	35%
Interview	15%
Janitorial Plan	25%
Past Performance	25%

Interviews

An interview will be scheduled for the Site Supervisor. This interview will allow the Site Supervisor to present the intent and clarification of the proposed Management Plan. An organization chart showing the roles and responsibilities of all pertinent decision-makers is also required as a part of the presentation. The ability of the Site Supervisor to convince the evaluation committee that the Contractor's team can deliver a clean building is of prime importance.

XXX

Janitorial Proposal Price Sheet

Provo Regional Center
150 East Center Street
Provo, Utah

Contract Name/Company
Address and Phone

Submitted By: _____

1. CONTRACT

Cost for janitorial service in adherence to all contract documents and work schedules shall be:

Provo Regional Center 120,000 square feet

1st Contract Year \$ _____ 4th Contract Year \$ _____

2nd Contract Year \$ _____ 5th Contract Year \$ _____

3rd Contract Year \$ _____

Total contract cost for 5 years \$ _____

Payments will be made in monthly installments. Contractor's billing shall be submitted within five (5) days following each periods completed work, **along with the timesheets for that period.** to the following:

DFCM
Kathy Baker, Contracts Coordinator
4130 State Office Building
Salt Lake City, UT 84114

A complete breakdown of all costs for labor (by classification, hourly wage), equipment, overhead, profit, other, etc. for each year IS REQUIRED with this proposal.

2. CONTRACT LABOR

For extra work, unscheduled emergency or additional services not included in the above quoted price, the rate per hour (including all loaded payroll costs) and markup will be as follows:

Building Supervisor	\$ _____	Lead Person	\$ _____
Porter or Matron	\$ _____	Janitor	\$ _____
Floor Person	\$ _____	Utility	\$ _____
Other	\$ _____	Other	\$ _____

3. EXTRA WORK

For extra work, unscheduled emergency or additional services not included in the contract price, the total set price (including all labor, equipment and supply costs) will be as follows:

Special activities on Saturdays - cost per hour \$ _____
XXX

SUPERVISOR INFORMATION FORM

These people will be contacted and the information will become part of the site supervisor interview.

Supervisor Information

List the following information on the supervisor proposed for the contract:

Name: _____

Company: _____ Telephone: _____ Fax: _____

Address: _____ City: _____ Zipcode: _____

Email Address: _____

Number of years as supervisor of janitorial services: _____

Number of janitorial contracts supervised: _____

List of previous facilities supervisor has supervised:

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

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Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

Facility: _____

Contact: _____

Tel: _____ Fax: _____

Facility Area (acres): _____

of workers on contract: _____

of man-hours/week: _____

(Attach additional sheets as required)

JANITORIAL REFERENCES

Please provide a list of at least 5 (or as many as possible) of your past/current clients. Each list will be kept in strict confidence (only your prospective client and the evaluation team will have access to this list). It is also helpful that you notify these clients and inform them of our efforts.

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Facility size (sq. ft.): _____ Cost per month: _____

Name: _____ Firm: _____
Type of Facility (Office Building, Manufacturing, Hospital, etc.): _____
Address: _____
Telephone: _____ Fax: _____
Facility size (sq. ft.): _____ Cost per month: _____

(Attach additional sheets as required.)

SAMPLE PERFORMANCE LOG

Building Designation: _____

Area: _____

Date: _____

Supervisor: _____

	ACTIVITY	DAYS/SHIFT	RATING (1-10)
1	Empty all waste baskets, replace liners, place all trash in compactor	M Tu W Th F 2	8
2	Dust tops of desks, tables, file cabinets, etc.	M Tu W Th F 2	8
3	Vacuum major traffic aisles	Tu W Th F 2	10
4		Tu W Th F 2	
5		M Tu W Th F 2	
6		M Tu W Th F 2	
7		M Tu W Th F 2	
8		M Tu W Th F 2	
9	Vacuum vents and grills in ceilings, walls, and doors.	Monthly 1	
10	Dust window sills and ledges. Clean mini-blinds.	Weekly (Sat/Sun)	
11	Shampoo all carpet.	Semi-Annual (Sat/Sun)	
	ACTION ITEMS IDENTIFIED	DATE	BY
	Order plastic liners	9/21/98	contractor
	Review dusting schedule with AA@-Team	9/21/98	contractor

SAMPLE ACTIVITY SCHEDULE

Building Designation: _____

Area: _____

Date: _____

Supervisor: _____

	ACTIVITY	DAYS/SHIFT
1	Empty all waste baskets, replace liners, place all trash in compactor	M Tu W Th F 2
2	Dust tops of desks, tables, file cabinets, etc.	M Tu W Th F 2
3	Vacuum major traffic aisles	M Tu W Th F 2
4		M Tu W Th F 2
5		M Tu W Th F 2
6		M Tu W Th F 2
7		M Tu W Th F 2
8		M Tu W Th F 2
9	Vacuum vents and grilles, ceiling, walls, and doors	Monthly 1
10	Dust window sills and ledges. Clean mini-blinds.	Weekly (Sat/Sun)
11	Shampoo all carpet.	Qtr (Sat/Sun)

RFP PROPOSAL SUMMARY/COVER SHEET

The following documents are included in the RFP proposal:

Specifications _____

Janitorial References (Past or Current Client List) _____

Completed Supervisor Information Form: _____

Completed Task Breakdown Worksheet _____

Activity/Task Schedule _____

Completed Equipment List _____

Performance Log Form _____

Copy of State Workmen's Compensation Certificate _____

Copy of Insurance Certificate _____

Letter from Financial Institution or Performance Bond Company _____

Signature

Date

Type or print name/title

Name of Company as licensed Date

Contractor license number /Class /Expiration date

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

(Revision date: Nov 14, 2000)